

Exhibit F

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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 WESTERN DIVISION
15

16 LIANNE LAREINE, MARGUERITE
CHANDLER, JAMES EVANS,
17 BONITA LAGOE, LEA JORDANIDES
and YVONNE E. RODRIGUEZ,
18 individually and as class representatives
on behalf of all others similarly situated,

19 Plaintiffs,

20 vs.
21

22 GENERAL MOTORS LLC, and
DELPHI AUTOMOTIVE PLC,

23 Defendants.
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Case No.

CLASS ACTION

CLASS ACTION COMPLAINT
DAMAGES AND INJUNCTIVE
RELIEF

JURY TRIAL DEMANDED

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1 Plaintiffs Lianne LaReine, Marguerite Chandler, James Evans, Lea
2 Jordanides, Bonita LaGoe and Yvonne E. Rodriguez, individually and as class
3 representatives on behalf of all others similarly situated, brings this action against
4 Defendant General Motors LLC (“GM” or “the Company”) and Delphi Automotive
5 PLC (“Delphi”) (collectively, “Defendants”), and alleges as follows:

6 **I. INTRODUCTION**

7 1. GM has sold more than 2 million vehicles that have a serious safety
8 defect. Millions of GM vehicles have defective “ignition switch torque
9 performance,” which means the vehicle’s ignition switch may move out of the
10 “run” position, turning off the engine and most of the electrical components on the
11 vehicle and causing air bags not to deploy depending on the time that the ignition
12 moved out of the “run” position.

13 2. GM has now admitted that this safety defect is the cause of at least 13
14 deaths and numerous accidents over the past decade. According to a memorandum
15 released by Congress, a 2001 pre-production report for the MY 2003 Saturn Ion
16 identified issues with the ignition switch. In a section entitled “Root Cause
17 Summary,” the report stated that the “two causes of failure” were “[l]ow contact
18 force and low detent plunger force.” The report stated that a design change
19 resolved the problem.

20 3. In 2005, GM discussed two separate fixes for the ignition switch
21 defect but canceled both of them without taking action. According to the memo,
22 GM engineers met in February 2005 to consider making changes to the ignition
23 switch defect after receiving reports it was moving out of position and causing cars
24 to stall. But an engineer said the switch was “very fragile” and advised against
25 changes. In March 2005, the GM engineering manager of the Chevrolet Cobalt
26 closed the case, saying an ignition switch fix would take too long and cost too
27 much, and that “none of the solutions represents an acceptable business case.” In
28 May 2005, the Company’s brand quality division requested a new investigation into

1 ignitions turning off while driving, and a new review suggested changing the design
2 of the key so it would not drag down the ignition. That proposal was initially
3 approved but later cancelled.

4 4. In May 2009, GM engineers again concluded that millions of cars that
5 GM sold had this serious safety defect. In the months and years that followed, as
6 the internal documents and studies increasingly confirmed the safety problems, GM
7 hid that information, but finally publicly disclosed the existence of those safety
8 problems in February 2014.

9 5. GM began installing these ignition switch systems in models from
10 2002 through at least 2010. GM promised that these new systems would operate
11 safely and reliably. This promise turned out to be false in several material respects.
12 In reality, GM concealed a serious quality and safety problem in those vehicles,
13 which could have been avoided.

14 6. From early 2000 to the present, GM has received a variety of reports
15 that put GM on notice of the serious safety issues presented by its ignition switch
16 system. Despite notice of the defect in its vehicles, GM did not disclose to
17 consumers that its vehicles – which GM for years had advertised as “safe” and
18 “reliable” – were in fact not safe or reliable.

19 7. GM approved the defective ignition switch for use in these vehicles in
20 February 2002 despite being presented with testing results showing that it
21 repeatedly failed to meet the company’s specifications, according to a letter sent to
22 GM on March 31, 2014 by a congressional committee. The switch was redesigned
23 in 2006 for use in 2007 and later model year cars were also approved by GM
24 despite again not meeting company specifications.

25 8. GM’s CEO, Mary Barra recently admitted that: “Something went
26 wrong with our process in this instance, and terrible things happened.”

27 9. In her written opening remarks before Congress on April 1, 2014, Ms.
28 Barra further acknowledged GM’s delay: “Sitting here today, I cannot tell you why

1 it took years for a safety defect to be announced in that program, but I can tell you
2 that we will find out.”

3 10. This case arises from GM’s breach of its obligations and duties,
4 including GM’s failure to disclose that, as a result of defective ignition switch
5 design, at least 2.2 million GM vehicles had the propensity to shut down during
6 normal driving conditions and created an extreme and unreasonable risk of
7 accident, serious bodily harm, and death which made the vehicles less valuable at
8 the time of purchase.

9 11. GM’s predecessor, General Motors Corporation (“Old GM”) also
10 violated these rules by designing and marketing vehicles with defective ignition
11 switches, and then by failing to disclose that defect even after it became aware that
12 the ignition switch defect was causing fatal accidents. (GM and Old GM are
13 sometimes referred to herein as “the GM Companies.”) In addition to the liability
14 arising out of the statutory obligations assumed by GM, GM also has successor
15 liability for the deceptive and unfair acts and omissions of Old GM because GM
16 has continued the business enterprise of Old GM with full knowledge of the
17 ignition switch defects.

18 12. The defective ignition switches were manufactured by Delphi
19 Automotive PLC (“Delphi”). Once a subsidiary of Old GM, Delphi was spun-off
20 from Old GM in 1999, and was an independent publicly-held corporation. Delphi
21 and the GM Companies are referred to herein collectively as “Defendants.”

22 13. Delphi officials have admitted to Congress that it was “well
23 documented” in 2002 that testing results showed the ignition switch was far below
24 GM’s specifications. According to Delphi officials, GM began discussions with
25 Delphi about the need to modify and re-test the switch in mid-2005 but the results
26 again revealed the switches still did not meet GM’s documented specifications.

1 14. Delphi officials have confirmed to Congress that these testing results
2 mean the ignition switches currently in use in 2008-2011 vehicles also do not meet
3 GM performance specifications.

4 15. In a letter dated April 15, 2014, members of the Senate Commerce
5 Committee quizzed Delphi about its role and knowledge in the defective ignition
6 switches. "As we continue evaluating the GM recall, it is critically important that
7 we understand the decisions made by Delphi and the company's interaction with
8 GM. In your response to these questions, please provide all corresponding
9 documentation that will assist us in determining what Delphi knew and the actions
10 taken place to replace the faulty ignition switches it provided to GM."

11 16. Plaintiffs allege, based on information and belief, that Delphi knew its
12 ignition switches were defective, but nevertheless continued to manufacture and sell
13 the defective ignition switch systems, which it knew would be used in the vehicles
14 of Plaintiffs and the Class.

15 17. Plaintiffs bring this action for a Class of all persons in the United
16 States who currently own or lease one or more of the following GM vehicles:
17 2005-2010 Chevrolet Cobalts; 2006-2010 Pontiac Solstices; 2007-2010 Pontiac
18 G5s; 2007-2010 Saturn Skys; 2006-2011 Chevrolet HHRs; and 2003-2007 Saturn
19 Ions (hereinafter the "Subject Vehicles").

20 18. Plaintiffs believe that there are other GM vehicles which suffer from
21 the same or substantially similar ignition switch defects as the Subject Vehicles
22 identified above. Accordingly, Plaintiffs will supplement the list of Subject
23 Vehicles to include additional GM vehicles that have defective ignition switches,
24 which result in a loss of engine and electrical power, loss of vehicle speed control,
25 loss of braking control, and airbag non-deployment.

26 19. Plaintiffs also sue for a subclass of California, Oklahoma, South
27 Carolina, Colorado and Florida, residents who own or lease one or more Subject
28 Vehicles.

1 20. The Subject Vehicles are defective and dangerous for multiple reasons,
2 including the following (collectively, the “ignition switch defects”):

3 a. The ignition switches can inadvertently shut off the
4 engine and vehicle electrical system during normal driving
5 conditions;

6 b. When the engine and the electrical system shut
7 down, the power steering and power brakes also shut down,
8 creating a serious risk of accident;

9 c. When the electrical system shuts down, the
10 vehicle’s airbags are disabled, creating a serious risk of serious
11 bodily harm or death if an accident occurs.

12 21. The ignition switch defects make the Subject Vehicles unreasonably
13 dangerous. Because of the defects, the Subject Vehicles are likely to be involved in
14 accidents, and, if accidents occur, there is an unreasonable and extreme risk of
15 serious bodily harm or death to the vehicle’s occupants.

16 22. The Subject Vehicles have been linked to at least 31 crashes and 13
17 deaths, but the actual numbers are believed to be much higher.

18 23. The ignition switch defects present a significant and unreasonable
19 safety risk exposing Subject Vehicle owners and their passengers to a risk of
20 serious injury or death.

21 24. For many years, GM has known of the ignition switch defects that
22 exist in millions of Subject Vehicles sold in the United States. But, to protect its
23 profits and maximize sales, GM concealed the defects and their tragic consequences
24 and allowed unsuspecting vehicle owners to continue driving highly dangerous
25 vehicles.

26 25. Under the Transportation Recall Enhancement, Accountability and
27 Documentation Act (“TREAD Act”), 49 U.S.C. §§ 30101-30170 and its
28 accompanying regulations, when a manufacturer learns that a vehicle contains a

1 safety defect, the manufacturer must promptly disclose the defects, 49 U.S.C.
2 § 30118(c)(1) & (2). If it is determined that the vehicle is defective, the
3 manufacturer must notify vehicle owners, purchasers, and dealers of the defect and
4 must remedy the defect, 49 U.S.C. § 30118(b)(2)(A) & (B).

5 26. In addition to the TREAD Act and other laws, GM violated the
6 Michigan Consumer Protection Act (the “MCPA”) and fraudulently concealed the
7 deadly ignition switch defects from consumers, owners, and lessees of the Subject
8 Vehicles. GM also violated the TREAD Act by failing to timely inform NHTSA of
9 the ignition switch defects and allowed cars to remain on the road with these
10 defects. GM’s violations of the TREAD Act also constitute violations of
11 California, Oklahoma, South Carolina, Colorado and Florida law.

12 27. Plaintiffs and the Class have been damaged by GM’s
13 misrepresentations, concealment and non-disclosure of the ignition switch defects
14 in the Subject Vehicles, as they are now in possession of dangerous vehicles the
15 value of which has greatly diminished because of GM’s failure to timely disclose
16 the serious defect.

17 28. Plaintiffs and the Class were also damaged by the acts and omissions
18 of Old GM for which GM is liable through successor liability because the Subject
19 Vehicles they purchased are worth less than they would have been without the
20 ignition switch defects.

21 29. Plaintiffs and the Class paid more for the Subject Vehicles than they
22 would have had they known of the ignition defects or they would not have
23 purchased the Subject Vehicles at all.

24 **II. JURISDICTION AND VENUE**

25 30. This Court has diversity jurisdiction over this action under 28 U.S.C.
26 § 1332(a) and (d) because the amount in controversy for the Class exceeds
27 \$5,000,000, and Plaintiffs and other Class members are citizens of a different state
28 than Defendant.

1 31. This Court has personal jurisdiction over Plaintiffs because Plaintiffs
2 hereby submit to the Court's jurisdiction. This Court has personal jurisdiction over
3 GM because GM conducts substantial business in this District, and some of the
4 actions giving rise to the complaint took place in this District.

5 32. Venue is proper in this District under 28 U.S.C. § 1391 because GM,
6 as a corporation, is deemed to reside in any judicial district in which it is subject to
7 personal jurisdiction. Additionally, GM transacts business within the District, and
8 some of the events establishing the claims arose in this District.

9 **III. PARTIES**

10 33. Plaintiff Marguerite Chandler is a resident and citizen of Conway,
11 South Carolina. Plaintiff owns a Chevrolet Cobalt from the 2005-07 time frame.
12 Plaintiff chose the Chevrolet Cobalt in part because she wanted a safely designed
13 and manufactured vehicle. Plaintiff did not learn of the ignition switch defects until
14 about March 2014. Had Defendants disclosed the ignition switch defects, Plaintiff
15 would not have purchased her Chevrolet Cobalt, or would have paid less than she
16 did.

17 34. Plaintiff James Evans is a resident and citizen of Alva, Oklahoma.
18 Plaintiff owns a Chevrolet Cobalt from the 2005-07 time frame. Plaintiff chose the
19 Chevrolet Cobalt in part because he wanted a safely designed and manufactured
20 vehicle. Plaintiff did not learn of the ignition switch defects until about March
21 2014. Had Defendants disclosed the ignition switch defects, Plaintiff would not
22 have purchased his Chevrolet Cobalt, or would have paid less than he did.

23 35. Plaintiff Bonita LaGoe is a resident and citizen of Grand Ledge,
24 Michigan. Plaintiff owns a Saturn ION from the 2003-2007 time frame. Plaintiff
25 chose the Saturn ION in part because she wanted a safely designed and
26 manufactured vehicle. Plaintiff did not learn of the ignition switch defects until
27 about March 2014. Had Defendants disclosed the ignition switch defects, Plaintiff
28 would not have purchased her Saturn ION, or would have paid less than she did.

1 36. Plaintiff Lianne LaReine is a resident and citizen of Ranchos Palos
2 Verdes, California. Plaintiff owns a 2007 Saturn Sky. Plaintiff chose the Saturn
3 Sky in part because she wanted a safely designed and manufactured vehicle.
4 Plaintiff did not learn of the ignition switch defects until about March 2014. Had
5 Defendants disclosed the ignition switch defects, Plaintiff would not have
6 purchased her Saturn Sky, or would have paid less than she did.

7 37. Plaintiff Lea Jordanides is a resident and citizen of Kissimmee,
8 Florida. Plaintiff owns a Chevrolet Cobalt from the 2005-2007 time frame.
9 Plaintiff chose the Chevrolet Cobalt in part because she wanted a safely designed
10 and manufactured vehicle. Plaintiff did not learn of the ignition switch defects until
11 about March 2014. Had Defendants disclosed the ignition switch defects, Plaintiff
12 would not have purchased her Chevrolet Cobalt, or would have paid less than she
13 did.

14 38. Plaintiff Yvonne E. Rodriguez is a resident and citizen of Lakewood,
15 Colorado. Plaintiff owns a 2007 Chevrolet HHR. Plaintiff chose the HHR in part
16 because she wanted a safely designed and manufactured vehicle. Plaintiff did not
17 learn of the ignition switch defects until about March 2014. Had Defendants
18 disclosed the ignition switch defects, Plaintiff would not have purchased her HHR,
19 or would have paid less than she did.

20 39. Defendant General Motors LLC ("GM") is a foreign limited liability
21 company formed under the laws of Delaware with its principal place of business
22 located at 300 Renaissance Center, Detroit, Michigan. GM was incorporated in
23 2009 and on July 10, 2009 acquired substantially all assets and assumed certain
24 liabilities of General Motors Corporation ("Old GM.") through a Section 363 sale
25 under Chapter 11 of the U.S. Bankruptcy Code.

26 40. Defendant Delphi Automotive PLC ("Delphi") is headquartered in
27 Gillingham, Kent, United Kingdom, and is the parent company of Delphi
28 Automotive Systems LLC, which is headquartered in Troy, Michigan.

1 41. Among the liabilities and obligations expressly retained by GM after
2 the bankruptcy are the following:

3 From and after the Closing, Purchaser [GM] shall comply with
4 the certification, reporting and recall requirements of the
5 National Traffic and Motor Vehicle Act, the Transportation
6 Recall Enhancement, Accountability and Documentation Act,
7 the Clean Air Act, the California Health and Safety Code, and
8 similar laws, in each case, to the extent applicable in respect of
9 vehicles and vehicle parts manufactured or distributed by [Old
10 GM].

11 42. GM also expressly assumed:

12 all Liabilities arising under express written warranties of [Old
13 GM] that are specifically identified as warranties and delivered
14 in connection with the sale of new, certified used or pre-owned
15 vehicles or new or remanufactured motor vehicle parts and
16 equipment (including service parts, accessories, engines and
17 transmissions) manufactured or sold by [Old GM] or Purchaser
18 prior to or after the Closing and (B) all obligations under Lemon
19 Laws.

20 43. Because GM acquired and operated Old GM and ran it as a continuing
21 business enterprise, and because GM was aware from its inception of the ignition
22 switch defects in the Subject Vehicles, GM is liable through successor liability for
23 the deceptive and unfair acts and omissions of Old GM, as alleged in this
24 Complaint.

25 44. Delphi began as a wholly-owned subsidiary of General Motors
26 Corporation, until it was launched as an independent publicly-held corporation in
27 1999.
28

1 45. In 2005, Delphi declared Chapter 11 bankruptcy. After emerging from
2 bankruptcy in 2009, GM purchased certain Delphi assets, including Delphi's
3 steering assets, and four Delphi plants to assist with its post-bankruptcy
4 restructuring. In 2011, GM finally ended its ownership interest in Delphi by selling
5 back the assets.

6 46. At all times relevant herein, Delphi, through its various entities,
7 designed, manufactured, and supplied GM with motor vehicle components,
8 including the subject ignition switches.

9 47. The GM Companies and Delphi are collectively referred to in this
10 Complaint as "Defendants."

11 **IV. DEFENDANTS' WRONGFUL COURSE OF CONDUCT**

12 **A. THE IGNITION SWITCH DEFECTS IN THE SUBJECT** 13 **VEHICLES**

14 48. Given the importance that a vehicle and its electrical operating systems
15 remain operational during ordinary driving conditions, it is imperative that a vehicle
16 manufacturer ensure that its vehicles remain operational from the time the driver
17 starts the vehicle until the driver intentionally shuts down the vehicle. With respect
18 to the Subject Vehicles, Defendants have failed to do so.

19 49. In the Subject Vehicles, the ignition switch defects can cause the car's
20 engine and electrical system to shut off, disabling the power steering and power
21 brakes and causing the non-deployment of the vehicle's airbags in the event of a
22 crash.

23 50. As the National Highway Traffic Safety Administration (NHTSA)
24 recognized in its written statements to Congress on April 1, 2014: "Airbags are a
25 vitally important, supplemental restraint system used to mitigate injuries and death
26 in the event of a crash."

27 51. The Subject Vehicles are, therefore, unreasonably prone to be involved
28 in accidents, and those accidents are unreasonably likely to result in serious bodily

1 harm or death to the drivers and passengers of the Subject Vehicles, as well as to
2 other vehicle operators and pedestrians.

3 **B. GM KNEW OF THE IGNITION SWITCH DEFECTS FOR**
4 **YEARS, BUT CONCEALED THE DEFECTS FROM**
5 **PLAINTIFFS AND THE CLASS**

6 52. Both Old GM and GM knew of the deadly ignition switch defects and
7 their dangerous consequences for many years, but concealed their knowledge from
8 Subject Vehicle owners. The following chronology makes Old GM and GM's
9 misconduct clear, as further detailed in a March 30, 2014 memorandum by the
10 majority staff of the Committee on Energy and Commerce, within the United States
11 House of Representatives, and the April 1, 2014 congressional hearings entitled
12 "The GM Ignition Switch Recall: Why Did It Take So Long?" A letter to GM from
13 the Committee dated March 31, 2014 also demonstrates that GM knew its switches
14 failed to meet internal company specifications.

15 53. Late 1990s/Early 2000s: GM and supplier Eaton Mechatronics
16 finalized the specifications for the ignition switch for the Saturn Ion. Eaton
17 Corporation sold its Vehicle Switch/Electronic Division to Delphi Automotive
18 Systems LLC ("Delphi Automotive" or "Delphi") on March 31, 2001.

19 54. 2001: A pre-production report for the MY 2003 Saturn Ion identified
20 issues with the ignition switch. In a section entitled "Root Cause Summary," the
21 report states that the "two causes of failure" were "[l]ow contact force and low
22 detent plunger force." The report stated that a design change resolved the problem.

23 55. February 2002: Delphi, GM's ignition switch supplier for the recalled
24 vehicles, submitted a Production Part Approval Process (PPAP) document for the
25 switch. During a briefing, Delphi officials told the Congressional Committee staff
26 that GM approved the PPAP *even though sample testing of the ignition switch*
27 *torque was well below the original specifications set by GM.*
28

1 56. November 2004: GM opened an engineering inquiry, Problem
2 Resolution Tracking System N172404 (“2004 PRTS”), to examine the complaint
3 “vehicle can be keyed off with knee while driving” in a 2005 Chevrolet Cobalt

4 57. February 2005: As part of the 2004 PRTS, GM engineers met to
5 consider possible solutions to address low key torque - the force required to turn the
6 switch. The PRTS document indicates that the engineers considered increasing or
7 changing the ignition switch “torque effort,” but were advised by the ignition
8 switch engineer that it is “close to impossible to modify the present ignition switch”
9 as the switch is “very fragile and doing any further changes will lead to mechanical
10 and/or electrical problems.” The 2004 PRTS document indicates that potential
11 solutions were developed for consideration. After internal evaluations, engineers
12 were directed to look into a key slot change as a “containment,” including
13 developing cost and timing estimates.

14 58. March 2005: The Cobalt Project Engineering Manager’s (PEM)
15 “directive” was to close the 2004 PRTS “with no action.” The main reasons cited
16 for the decision were “lead-time for all solutions is too long,” “tooling cost and
17 piece price are too high,” and “[n]one of the solutions seems to fully
18 countermeasure the possibility of the key being turned (ignition turned off) during
19 driving.” The PRTS entry concluded that “none of the solutions represents an
20 acceptable business case.”

21 59. May 2005: A new Problem Resolution Tracking System (PRTS
22 N182276 or “2005 PRTS”) is opened to examine the 2005 Chevrolet Cobalt a
23 customer complaint that the “vehicle ignition will turn off while driving.” The
24 2005 PRTS document noted that the same issue was addressed in the 2004 PRTS
25 (N172404) and closed, but “[d]ue to the level of buyback activity that is developing
26 in the field, Brand Quality requests that the issue be reopened.” One proposed
27 solution was changing the key ring slot to a hole and using a smaller key ring. In
28

1 the chronology attached to the GM February 24, 2014, Letter to NHTSA, GM
2 acknowledges that this proposal was approved but later cancelled.

3 60. July 2005: A 2005 Chevrolet Cobalt crashes in Maryland, killing the
4 driver. On August 15, 2005, NHTSA Special Crash Investigations (SCI) Program
5 assigned the Calspan Crash Data Research Center to conduct an investigation (or
6 SCI), which found that the frontal airbag system did not deploy. The vehicle's
7 Sensing Diagnostic Module (SDM) data indicated that the "vehicle power mode
8 status" was in "Accessory."

9 61. August 2005: NHTSA begins the Special Crash Investigation of the
10 July 2005 accident. Documents produced to the Committee indicate that GM
11 reported this crash in its Third Quarter 2005 EWR to NHTSA. NHTSA responded
12 to the report on March 1, 2006, and requested certain information which GM
13 provided.

14 62. December 2005: GM issued a Service Bulletin 05-02-35-007 with the
15 subject "Information on Inadvertent Turning Off of Key Cylinder, Loss of
16 Electrical System and No DTCs" for the Chevrolet Cobalt and HHR, Saturn Ion,
17 and Pontiac Solstice and Pursuit (Canada only). In the GM February 24, 2014
18 chronology, GM states that the 2005 PRTS process led to this bulletin. The Service
19 Bulletin informed the dealer of the identified issue with the ignition and
20 recommended potential remedies including removing heavy items from key rings.
21 According to February 24, 2014, chronology submitted to NHTSA, "GM concluded
22 in December 2005 that the service bulletin and field service campaign were the
23 appropriate response to the reported incidents, given that the car's steering and
24 braking systems remained operational even after a loss of engine power, and the
25 car's engine could be restarted by shifting the car into either neutral or park."

26 63. April 26, 2006: A GM design engineer responsible for the ignition
27 switch in the recalled vehicles signed a form entitled "General Motors Commodity
28 Validation Sign-Off" authorizing Delphi to implement changes in the ignition

1 switch. The form explained that a “new detent plunger . . . was implemented to
2 increase torque performance in the switch.” According to Delphi officials, sample
3 testing prior to this approval suggested a significant increase in torque performance
4 but the values were still below GM’s original specifications. The modified
5 ignitions began to appear in 2007 model year vehicles for all models affected by the
6 recall. In its chronology submitted to NHTSA on February 24, 2014, GM
7 acknowledged that the new ignition switch, however, was not reflected in a
8 corresponding change in part number.

9 64. October 2006: A 2005 Chevrolet Cobalt crashes in Wisconsin, killing
10 the driver. NHTSA SCI Program assigned Indiana University Transportation
11 Research Center to investigate the crash, and the contractor inspected the vehicle on
12 November 6, 2006. GM reported this crash in its Fourth Quarter 2006 Early
13 Warning Reporting (EWR) filing. On May 7, 2007, NHTSA requested additional
14 information from GM which it provided on June 7, 2007. GM then updated the
15 December 2005 Service Bulletin (05-02-35-007) to include additional models and
16 model years: the 2007 Saturn Ion and Sky, 2007 Chevrolet HHR, and 2007 Pontiac
17 Solstice and G5. As a result of the Service Bulletins, GM provided key inserts to
18 474 customers who brought their vehicles to the dealer for service.

19 65. March 2007: NHTSA and GM met to discuss occupant restraint
20 systems. To date, the Committee has received limited documentation associated
21 with this meeting. GM’s February 24 chronology indicates that a NHTSA
22 representative informed GM about a July 29, 2005 fatal crash. It appears this is the
23 same crash that was the subject of the SCI. After the meeting, GM began tracking
24 front impact crashes involving Cobalts where the air bags did not deploy in order to
25 track similarities in the incidents. GM identified 10 incidents by the end of 2007.
26 In four cases the ignition had moved into the “accessory” position. Comparable
27 information was unavailable for the Saturn Ion because the SDM sensors installed
28 in these vehicles did not record whether the engine was running.

1 66. April 25, 2007: Indiana University submitted its draft of the 2006 SCI
2 to the NHTSA SCI Program. The SCI report stated that the “crash is of special
3 interest because the vehicle was equipped with . . . dual state air bags that did not
4 deploy.” The SCI report concluded that the airbags did not deploy “as a result of
5 the impact with the clump of trees, possibly due to the yielding nature of the tree
6 impact or power loss due to the movement of the ignition switch just prior to
7 impact.” The Event Data Recorder (EDR) for the vehicle indicated that the power
8 node status was “accessory” at the time of impact. The report also noted that the
9 investigation revealed that contact with the ignition switch could result in “engine
10 shut down and loss of power,” and cited the service bulletin issued on October 25,
11 2006. The report stated that it was unclear what role “if any” the ignition switch
12 issue played in the non-deployment of the airbags.

13 67. August 2007: GM met with its SDM supplier, Continental, to review
14 SDM data from a crash of a 2005 Chevrolet Cobalt where the airbags failed to
15 deploy.

16 68. September 2007: The Chief of the Defects Assessment Division
17 (DAD) within NHTSA’s Office of Defects Investigation (ODI) emailed other ODI
18 officials and proposed an investigation of “frontal airbag non-deployment in the
19 2003-2006 Chevrolet Cobalt/Saturn Ion.” The DAD Chief went on to state that the
20 “issue was promoted by a pattern of reported non-deployments in VOQ [Vehicle
21 Owners’ Questionnaire] complaints that was first observed in early 2005. Since
22 that time, [the Defects Assessment Division] has followed up on the complaints,
23 enlisted the support of NCSA’s Special Crash Investigations (SCI) team, discussed
24 the matter with GM, and received a related EWD Referral. Notwithstanding GM’s
25 indications that they see no specific problem pattern, DAD perceives a pattern of
26 non-deployments in these vehicles that does not exist in their peers”

27 69. November 15, 2007: ODI IE panel reviewed the proposal to open an
28 investigation into non-deployment of airbags in 2003-2006 Cobalts and Ions. A

1 PowerPoint presentation prepared by the DAD and dated November 17, 2007,
2 states that its review was prompted by 29 Complaints, 4 fatal crashes, and 14 field
3 reports. During a briefing with Committee staff, ODI officials explained that the
4 panel did not identify any discernable trend and decided not to pursue a more
5 formal investigation.

6 70. February 2009: GM opened another investigation into the ignition
7 resulting in a redesign of the ignition key for model year 2010 Cobalt.

8 71. April 2009: A 2005 Chevrolet Cobalt crashed in Pennsylvania, killing
9 the Cobalt driver and front-seat passenger. NHTSA SCI Program assigned the
10 Calspan Crash Data Research Center to investigate the crash, and the contractor
11 inspected the vehicle on April 6 and 7, 2009.

12 72. May 15, 2009: GM again met with its SDM supplier, Continental, and
13 requested that Continental download SDM data from a 2006 Chevrolet Cobalt
14 accident where the airbags failed to deploy.

15 73. February 2010: Calspan Crash Data Research Center submitted its
16 2009 SCI Report, finding that the airbags did not deploy at the time of the crash and
17 that the “cause of the air bag non-deployment in this severe crash could not be
18 determined.” The data from the Cobalt’s SDM indicated that the Vehicle Power
19 Mode Status was in “Accessory.”

20 74. 2010: ODI again considered Cobalt trend information on non-
21 deployment but determined the data did not show a trend.

22 75. August 2011: GM initiated a Field Performance Evaluation (FPE) to
23 examine a group of frontal impact crashes involving the 2005-2007 Chevrolet
24 Cobalt and the 2007 Pontiac G5 and airbag non-deployment. The FPE included a
25 review of information related to the Ion, HHR and Solstice.

26 76. May 2012: GM engineers tested the torque performance of 44 vehicles
27 across a range of make and model years. Results revealed that the majority of
28 vehicles tested from model years 2003 to 2007 exhibited torque performance at or

1 below 10 Newton cm (N-cm), below the original specifications established by GM.
2 The results also revealed a shift in torque performance beginning in MY2007
3 vehicles built late in 2006 and all subsequent model years. The torque performance
4 for these vehicles ranged from just below 15 N-cm to 20 N-cm. At the time, GM
5 engineers could not explain the shift or discrepancies in torque performance.

6 77. September 2012: A GM Field Performance Assessment Engineer
7 emailed a GM Red X Engineer to request assistance in examining the changes
8 between the 2007 and 2008 Chevrolet Cobalt Models. Based on a briefing with
9 GM, Committee staff's understanding is that GM Red X engineers are assigned to
10 find the root cause of engineering or technical problems.

11 78. April 2013: GM learned there was a difference in the torque
12 performance of a GM service part ignition switch purchased after 2010 compared to
13 the original ignition switch installed in a 2005 Cobalt. In response, GM hired an
14 outside engineering firm to conduct a thorough ignition switch investigation. The
15 external expert concluded that ignition switches installed in early model Cobalt and
16 Ion vehicles did not meet GM's torque specification and that a change to the switch
17 made several years later provided a likely explanation for the variance in torque
18 performance. Data within the external report also indicated that vehicles with the
19 modified ignition switch exhibited torque performance consistent with GM's design
20 specification.

21 79. October 2013: GM received documentation from Delphi
22 demonstrating that a change to the ignition switch in the Cobalt and other vehicles
23 was made in April 2006.

24 80. December 2013: The Field Performance Assessment Engineer
25 presented the results of their analysis to the Field Product Evaluation
26 Recommendation Committee (FPERC) and the Executive Field Action Decision
27 Committee (EFADC).
28

1 81. December 17, 2013: The EFADC met to review the findings.
2 Questions were raised at the meeting that prompted additional analysis.

3 82. January 31, 2014: A second EFADC meeting was convened and
4 resulted in a decision to conduct a safety recall of model year 2005-2007 Chevrolet
5 Cobalt and Pontiac G5 vehicles. At the time, the EFDAC was only asked to
6 consider a recall of these vehicles.

7 83. February 2014: Additional analysis was performed of data related to
8 the Saturn Ion, Chevrolet HHR, and Pontiac Solstice and Sky vehicles. This
9 analysis revealed earlier reports of concerns with the ignition switch in Ion vehicles.

10 84. February 13, 2014: GM announced a recall of 2005-2007 model year
11 Chevrolet Cobalt and Pontiac G5 vehicles to address a fault with the ignition switch
12 that may permit the key to inadvertently turn to the “off” or “accessory” position,
13 resulting in a loss of power to the engine and many electrical components in the
14 vehicle.

15 85. February 24, 2014: GM submitted a detailed timeline to NHTSA
16 pertaining to the Cobalt and Pontiac G5 recall. David Friedman, acting
17 administrator of NHTSA, told Congress on April 1, 2014: “In February 2014, GM
18 submitted information to NHTSA that, for the first time, acknowledged a link
19 between the ignition switch to the airbag non-deployment, as well as key
20 information regarding parts changes, discussions with suppliers, and other efforts
21 currently under consideration in our Timeliness Query. Had the information newly
22 provided to NHTSA by GM been available before now, it would have better
23 informed the agency’s prior reviews of airbag non-deployment in GM vehicles and
24 likely would have changed NHTSA’s approach to this issue.”

25 86. February 24, 2014: GM convened another EFADC meeting to review
26 additional analysis related to the Saturn Ion and Sky, Chevrolet HHR, and Pontiac
27 Solstice. The EFADC ordered a safety recall for certain model years of these
28 vehicles.

1 87. February 25, 2014: GM expanded the recall to include additional
2 2003-2007 model year vehicles. These include the MY 2003-2007 Saturn Ion, MY
3 2006-2007 Chevrolet HHR and Pontiac Solstice, and MY 2007 Saturn Sky. As a
4 result of this expansion, the total number of vehicles subject to the recall rose to
5 approximately 1.6 million worldwide, including more than 1.3 million in the United
6 States. GM also acknowledged the importance of the specification for setting
7 torque in the recall notice, stating: “If the torque performance is not to
8 specification, and the key ring is carrying added weight or the vehicle goes off road
9 or experiences some other jarring event, the ignition switch may inadvertently be
10 moved out of the ‘run’ position.”

11 88. March 4, 2014: NHTSA opened Timeliness Query TQ14-001 “to
12 evaluate the timing of GM’s defect decision-making and reporting of the safety
13 defect to NHTSA.”

14 89. March 11, 2014: GM submitted a detailed timeline to NHTSA related
15 to the subsequent recall of the Saturn Ion, Saturn Sky, Chevrolet HHR and Pontiac
16 Solstice. That timeline showed GM had received reports as early as 2001 — three
17 years earlier than previously disclosed — of a safety defect in its cars. The new
18 chronology also showed that GM in 2012 identified two nonfatal crashes involving
19 Saturn Ions that may have been related to the ignition problem. GM admits there
20 were a total of eight frontal-impact crashes involving the Ion in which air bags
21 failed to deploy, four resulting in deaths. *See [http://www.nytimes.com](http://www.nytimes.com/2014/03/13/business/gm-reveals-it-was-told-of-ignition-defect-in-01.html)*
22 */2014/03/13/business/gm-reveals-it-was-told-of-ignition-defect-in-01.html*.

23 90. March 28, 2014: GM again expanded the ignition switch recall to
24 cover all model years of the Chevrolet Cobalt and HHR, the Pontiac G5 and
25 Solstice, and the Saturn Ion and Sky in the United States. This second expansion of
26 the ignition switch recall covers an additional 824,000 vehicles in the U.S., bringing
27 the number of recalled vehicles to 2,191,146.
28

1 91. April 1-2, 2014: GM CEO Mary Barra appeared at two days of
2 congressional hearing in which she was questioned about by members of the House
3 and then Senate, who accused GM of having “a culture of cover-up” and raised
4 concerns about GM’s conduct in concealing information about a deadly safety
5 defect. *See* [http://www.nytimes.com/2014/04/03/business/gm-chief-opens-](http://www.nytimes.com/2014/04/03/business/gm-chief-opens-testimony-to-senate-panel.html)
6 [testimony-to-senate-panel.html](http://www.nytimes.com/2014/04/03/business/gm-chief-opens-testimony-to-senate-panel.html).

7 92. April 8, 2014: NHTSA fines GM \$7,000 per day for the automaker’s
8 failure to respond fully to the government’s requests for information. In its letter to
9 GM, NHTSA noted that the requests “are basic questions concerning information
10 that is surely readily available to GM at this time. Moreover, it is deeply troubling
11 that two months after recalling the vehicles, GM is unwilling or unable to tell
12 NHTSA whether the design of the switch changed at any other time.”

13 93. April 10, 2014: GM places placed two engineers, Ray DeGiorgio and
14 Gary Altman, on paid leave for their roles leading to the recall.

15 94. April 10, 2014: GM informs NHTSA that it is adding ignition lock
16 cylinders to its safety recall because the cylinders can allow removal of the ignition
17 key while the engine is running, leading to a possible rollaway, crash and occupant
18 or pedestrian injuries. GM reports that it is aware of several hundred complaints of
19 keys coming out of ignitions. The cars covered by this recall were part of the
20 earlier ignition switch defect recalls.

21 95. April 15, 2014: Senate Commerce Committee asks Delphi to respond
22 by April 28, 2014 to questions about the fix it proposed but which GM did not
23 adopt to the ignition switch in 2005: “Did Delphi protest this decision at any point
24 or raise any concern that a failure to enact this change could be fatal for consumers
25 who drive vehicles containing the faulty ignition switch?”

26 96. April 19, 2014: Underscoring GM’s failure to act proactively to
27 address problems, government documents show that GM waited years to recall
28 nearly 335,000 Saturn Ions for power steering failures despite getting thousands of

1 consumer complaints and more than 30,000 warranty repair claims.
2 [http://www.usatoday.com/story/money/cars/2014/04/19/documents-detail-another-
4 delayed-gm-recall/7911495/](http://www.usatoday.com/story/money/cars/2014/04/19/documents-detail-another-
3 delayed-gm-recall/7911495/).

5 97. While GM has now appointed a new Vehicle Safety Chief, on
6 information and belief at least 2.2 million Subject Vehicles remain on the road to
7 this day; and, on information and belief, other vehicles not yet acknowledged by
8 GM also have the deadly ignition switch defects.

9 **C. OLD GM PROMOTED THE SUBJECT VEHICLES AS
10 SAFE AND RELIABLE**

11 98. On information and belief, in marketing and advertising materials, Old
12 GM consistently promoted the Subject Vehicles as safe and reliable.

13 99. For example, one Cobalt ad promised that “Side curtain airbags
14 coupled with OnStar makes every journey the safest possible to assure that you and
15 your occupants will stay safe at all times.”

16 100. An ad for the 2006 Solstice promises that the vehicle “[b]rings power
17 and defines performance.”

18 101. A 2003 television spot for the Saturn vehicle closed with the tagline
19 “Specifically engineered for whatever is next.” Another 2003 spot closed with the
20 tagline “Saturn. People first.”

21 102. A 2001 print ad touting the launch of the Saturn focused on safety:
22 Need is where you begin. In cars, it’s about things like
23 reliability, durability and, of course, safety. That’s where we
24 started when developing our new line of cars. And it wasn’t
25 until we were satisfied that we added things....

26 103. In its 2004 corporate responsibility pledge, reported in the “Our
27 Products, Vehicle Safety” section, Old GM stated: “Helping drivers avoid crashes
28 and making vehicles safer is a priority for GM.”

1 104. The following year, in or about 2005, Old GM continued its
2 proclamation of dedication to consumers for the safety of its vehicles,
3 acknowledging that its customers “expect and demand vehicles that help them to
4 avoid crashes and reduce the risk of injury in case of a crash.”

5 105. Old GM made these representations to boost vehicle sales and
6 maximize profits while knowing that the ignition switches in the Subject Vehicles
7 were defective.

8 106. Throughout the relevant period, Old GM possessed vastly superior
9 knowledge and information to that of consumers – if not exclusive information –
10 about the design and function of the ignition switches in the Subject Vehicles and
11 the existence of the defects in those vehicles.

12 107. Old GM never informed consumers about the ignition switch defects.

13 **D. THE IGNITION SWITCH DEFECTS HAVE HARMED**
14 **PLAINTIFFS AND THE CLASS**

15 108. The ignition switch defects have caused damage to Plaintiffs and the
16 Class.

17 109. A vehicle purchased, leased or retained with a serious safety defect is
18 worth less than the equivalent vehicle leased, purchased or retained without the
19 defect.

20 110. A vehicle purchased, leased or retained under the reasonable
21 assumption that it is safe is worth more than a vehicle known to be subject to the
22 unreasonable risk of catastrophic accident because of the ignition switch defects.

23 111. Purchasers and lessees paid more for the Subject Vehicles, through a
24 higher purchase price or higher lease payments, than they would have had the
25 ignition switch defects been disclosed. Plaintiffs and the Class overpaid for their
26 Subject Vehicles. Because of the concealed ignition switch defects, Plaintiffs did
27 not receive the benefit of the bargain.
28

1 112. Plaintiffs and the Class are stuck with unsafe vehicles that are now
2 worth less than they would have been but for GM's failure to disclose the ignition
3 switch defects.

4 113. GM admits to at least 13 deaths resulting from accidents linked to the
5 ignition switch defects in the Subject Vehicles. However, Plaintiffs believe that the
6 actual number is much higher, and that there may have been hundreds of deaths and
7 injuries attributable to the ignitions switch defects.

8 **V. SUCCESSOR LIABILITY**

9 114. As discussed above, GM expressly assumed certain obligations under,
10 *inter alia*, the TREAD Act, and is liable for its non-disclosure of the ignition switch
11 defects from the date of its formation on July 10, 2009.

12 115. GM has successor liability for Old GM's acts and omissions in the
13 marketing and sale of the Subject Vehicles because it has continued the business
14 enterprise of Old GM, for the following reasons:

15 (a) GM admits that it knew of the ignition system defects from
16 the very date of its formation;

17 (b) GM has continued in the business of designing,
18 manufacturing, and marketing vehicles, including at least
19 some of the same vehicles as Old GM;

20 (c) GM retained the bulk of the employees of Old GM;

21 (d) GM acquired owned and leased real property of Old GM,
22 including all machinery, equipment, tools, information
23 technology, product inventory, and intellectual property;

24 (e) GM acquired the contracts, books, and records of Old GM;
25 and

26 (f) GM acquired all goodwill and other intangible personal
27 property of Old GM.
28

1 **VI. TOLLING OF THE STATUTES OF LIMITATION**

2 116. All applicable statutes of limitation have been tolled by GM's knowing
3 and active fraudulent concealment and denial of the facts alleged herein. Plaintiffs
4 and Class members did not discover, and did not know of facts that would have
5 caused a reasonable person to suspect, that Old GM and GM did not report
6 information within their knowledge to federal authorities (NHTSA) or consumers,
7 nor would a reasonable and diligent investigation have disclosed that Old GM and
8 GM had information in their possession about the existence and dangerousness of
9 the defect and opted to conceal that information until shortly before this class action
10 was filed.

11 117. Indeed, Old GM instructed its service shops to provide Subject Vehicle
12 owners with a new key ring if they complained about unintended shut down, rather
13 than admit what Old GM knew – that the ignition switches were dangerously
14 defective and warranted replacement with a properly designed and built ignition
15 system.

16 118. Old GM and GM were, and GM remains, under a continuing duty to
17 disclose to NHTSA, Plaintiffs, and the Class the true character, quality, and nature
18 of the Subject Vehicles; that this defect is based on dangerous, inadequate, and
19 defective design and/or substandard materials; and that it will require repair, poses a
20 severe safety concern, and diminishes the value of the Subject Vehicles.

21 119. Because of the active concealment by Old GM and GM, any and all
22 limitations periods otherwise applicable to Plaintiffs' claims have been tolled.

23 **VII. CLASS ALLEGATIONS**

24 120. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil
25 Procedure, Plaintiffs bring this action on behalf of themselves and a Class initially
26 defined as follows:

27 All persons in the United States who currently own or lease one
28 or more of the following GM vehicles: 2005-2010 Chevrolet

1 Cobalt; 2006-2010 Pontiac Solstices; 2007-2010 Pontiac G5;
2 2007-2010 Saturn Skys; 2006-2011 Chevrolet HHR; and 2003-
3 2007 Saturn Ions. This list will be supplemented to include
4 other GM vehicles that have the defective ignition switches,
5 which inadvertently turn off the engine and vehicle electrical
6 systems during ordinary driving conditions.

7 121. Plaintiffs also bring this action on behalf of the following State
8 Subclasses:

9 **California Subclass:** All Class Members who reside in and
10 purchased or leased a Defective Vehicle in the State of
11 California (“California Subclass”).

12 **Oklahoma Subclass:** All Class Members who reside in and
13 purchased or leased a Defective Vehicle in the State of
14 Oklahoma (“Oklahoma Subclass”).

15 **South Carolina Subclass:** All Class Members who reside in
16 and purchased or leased a Defective Vehicle in the State of
17 South Carolina (“South Carolina Subclass”).

18 **Colorado Subclass:** All Class Members who reside in and
19 purchased or leased a Defective Vehicle in the State of Colorado
20 (“Colorado Subclass”).

21 **Florida Subclass:** All Class Members who reside in and
22 purchased or leased a Defective Vehicle in the State of Florida
23 (“Florida Subclass”).

24 122. Excluded from the Class are Defendants, its employees, co-
25 conspirators, officers, directors, legal representatives, heirs, successors and wholly
26 or partly owned subsidiaries or affiliated companies; class counsel and their
27 employees; and the judicial officers and their immediate family members and
28 associated court staff assigned to this case, and all persons within the third degree

1 of relationship to any such persons. Also excluded are any individuals claiming
2 damages from personal injuries allegedly arising from the Subject Vehicles.

3 123. Plaintiffs are informed and believe that the GM Companies
4 manufactured and sold to consumers at least 2.2 million of the Subject Vehicles
5 nationwide and hundreds-of-thousands of Subject Vehicles in the Subclass States.
6 Individual joinder of all Class or Subclass members is impracticable.

7 124. The Class can be readily identified using registration records, sales
8 records, production records, and other information kept by GM or third parties in
9 the usual course of business and within their control.

10 125. Questions of law and fact are common to the Class and the Subclass
11 and predominate over questions affecting only individual members, including the
12 following:

13 (a) Whether the Subject Vehicles suffer from ignition
14 switch defects;

15 (b) Whether Defendants concealed the defects;

16 (c) Whether Defendants misrepresented that the
17 Subject Vehicles were safe;

18 (d) Whether Defendants engaged in fraudulent
19 concealment;

20 (e) Whether Defendants engaged in unfair, deceptive,
21 unlawful and/or fraudulent acts or practices in trade or
22 commerce by failing to disclose that the Subject Vehicles were
23 designed, manufactured, and sold with defective ignition
24 switches;

25 (f) Whether the alleged conduct by Defendants
26 violated laws as Plaintiffs allege;
27
28

1 (g) Whether Defendants' unlawful, unfair and/or
2 deceptive practices harmed Plaintiffs and the members of the
3 Class

4 (h) Whether Defendants violated the Michigan
5 Consumer Protection Act ("MCPA"), Mich. Comp. L. Ann.
6 § 445.901, *et seq.* and, if so, what remedies are available for the
7 Class;

8 (i) Whether Defendants violated California law,
9 including Cal. Bus. & Prof. Code § 17200, *et seq.* and Cal. Bus.
10 & Prof. Code § 17500, *et seq.* and if so, what remedies are
11 available for the California Subclass;

12 (j) Whether Defendants violated Oklahoma law,
13 including Okla. Stat. tit. 15 § 751, *et seq.* and Okla. Stat. Ann.
14 § 51, *et seq.* and if so, what remedies are available for the
15 Oklahoma Subclass;

16 (k) Whether Defendants violated Colorado law,
17 including Col. Rev. Stat. § 6-1-101., *et seq.* and, if so, what
18 remedies are available for the Colorado Subclass;

19 (l) Whether Defendants violated Florida law, including
20 Fla. Stat. § 501.201, *et seq.* and, if so, what remedies are
21 available for the Florida Subclass;

22 (m) Whether Defendants violated Florida law, including
23 S.C. Code Ann. § 39-5-10, *et seq.* and, if so, what remedies are
24 available for the South Carolina Subclass;

25 (n) Whether Plaintiffs and the members of the Class
26 are entitled to equitable and/or injunctive relief; and

27 (o) Whether, and to what extent, GM has successor
28 liability for the acts and omissions of Old GM.

1 126. Plaintiffs' claims are typical of the claims of the Class members, and
2 arise from the same course of conduct by GM and Old GM. The relief Plaintiffs
3 seek are typical of the relief sought for the absent Class members.

4 127. Plaintiffs will fairly and adequately represent and protect the interests
5 of all absent Class members. Plaintiffs are represented by counsel competent and
6 experienced in product liability, consumer protection, and class action litigation.

7 128. A class action is superior to other available methods for the fair and
8 efficient adjudication of this controversy, since joinder of all the individual Class
9 members is impracticable. Because the damages suffered by each individual Class
10 member may be relatively small, the expense and burden of individual litigation
11 would make it very difficult or impossible for individual Class members to redress
12 the wrongs done to each of them individually, and the burden imposed on the
13 judicial system would be enormous.

14 129. The prosecution of separate actions by the individual Class members
15 would create a risk of inconsistent or varying adjudications for individual Class
16 members, which would establish incompatible standards of conduct for GM. The
17 conduct of this action as a class action presents far fewer management difficulties,
18 conserves judicial resources and the parties' resources, and protects the rights of
19 each Class member.

20 130. Plaintiffs are not aware of any obstacles likely to be encountered in the
21 management of this action that would preclude its maintenance as a class action.
22 Plaintiffs anticipate providing appropriate notice to be approved by the Court after
23 discovery into the size and nature of the Class.

24 131. Classwide declaratory, equitable, and injunctive relief is appropriate
25 because Defendants have acted on grounds that apply generally to the Class and
26 Subclasses, and inconsistent adjudications with respect to the Defendants' liability
27 would establish incompatible standards and substantially impair or impede the
28 ability of Class and Subclass members to protect their interests. Classwide relief

1 assures fair, consistent, and equitable treatment and protection of all Class and
2 Subclass members, and uniformity and consistency in Defendants' discharge of
3 their duties to perform corrective action regarding the defective ignition switches.

4 **VIII. CLAIMS FOR RELIEF**

5 **FIRST CLAIM FOR RELIEF**

6 **FRAUDULENT CONCEALMENT**

7 **Asserted on Behalf of the Nationwide Class**

8 132. Plaintiffs and the Class incorporate by reference each preceding and
9 following paragraph as though fully set forth at length herein.

10 133. This claim is brought on behalf of the nationwide Class.

11 134. GM concealed and suppressed material facts concerning the ignition
12 switch defects, and GM also has successor liability for the acts of concealment and
13 oppression of Old GM as set forth above.

14 135. Delphi also concealed and suppressed material facts concerning the
15 ignition switch defects.

16 136. The Defendants (the GM Companies and Delphi) had a duty to
17 disclose the ignition switch defects because they were known and accessible only to
18 the Defendants who had superior knowledge and access to the facts, and the
19 Defendants knew they were not known to or reasonably discoverable by Plaintiffs
20 and the Class. These omitted and concealed facts were material because they
21 directly impact the safety of the Subject Vehicles. Whether an ignition switch was
22 designed and manufactured with appropriate safeguards is a material safety
23 concern.

24 137. The Defendants actively concealed and/or suppressed these material
25 facts, in whole or in part, to protect their profits and avoid a costly recall, and they
26 did so at the expense of Plaintiffs and the Class.

27 138. On information and belief, the Defendants still have not made full and
28 adequate disclosure and continue to defraud Plaintiffs and the Class and conceal

1 material information regarding the defects that exist in the Subject Vehicles and
2 other GM vehicles.

3 139. Plaintiffs and the Class were unaware of these omitted material facts
4 and would not have acted as they did if they had known of the concealed and/or
5 suppressed facts. Plaintiffs' and the Class's actions were justified. The Defendants
6 were in exclusive control of the material facts and such facts were not known to the
7 public, Plaintiffs, or the Class.

8 140. Because of the concealment and/or suppression of the facts, Plaintiffs
9 and the Class sustained damage because they purchased and retained vehicles that
10 are now diminished in value from what they would have been had the Defendants
11 timely disclosed the ignition switch defects.

12 141. The Defendants' acts were done maliciously, oppressively,
13 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the
14 Class's rights and well-being to enrich Defendants. The Defendants' conduct
15 warrants an assessment of punitive damages in an amount sufficient to deter such
16 conduct in the future, which amount is to be determined according to proof.

17 **SECOND CLAIM FOR RELIEF**

18 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**

19 (Cal. Bus. & Prof. Code § 17200, et seq.)

20 **Asserted on Behalf of the California Subclass**

21 142. Plaintiff hereby incorporates by reference the allegations contained in
22 the preceding paragraphs of this Complaint as if fully set forth herein.

23 143. California Business and Professions Code section 17200 prohibits acts
24 of "unfair competition," including any "unlawful, unfair or fraudulent business act
25 or practice" and "unfair, deceptive, untrue or misleading advertising." As described
26 herein, Defendants engaged in conduct that violated each of this statute's
27 enumerated prohibited acts.

1 144. Defendants committed an unlawful business act or practice by
2 violating the National Traffic and Motor Vehicle Safety Act of 1996, codified at 49
3 U.S.C. § 30101, *et seq.*, and its regulations. Under the TREAD Act, 49 U.S.C.
4 § 30101, *et seq.*, and its accompanying regulations, if a manufacturer learns that a
5 vehicle contains a defect and that defect is related to motor vehicle safety, the
6 manufacturer must disclose the defect. 49 U.S.C. § 30118(c)(1)&(2).

7 145. Defendants committed unfair business acts and practices in violation
8 of section 17200 when they concealed the existence and nature of the ignition
9 switch defect and represented that the Subject Vehicles were reliable and safe
10 when, in fact, they are not. The ignition switch defect presents a safety hazard for
11 occupants of the Subject Vehicles.

12 146. Defendants committed fraudulent business acts as a result of their
13 misrepresentations and omissions regarding the safety and reliability of the Subject
14 Vehicles. Touting the vehicles' safety and failing to disclose the dangers inherent
15 in the ignition switch design, as set forth in this Complaint, were likely to deceive a
16 reasonable consumer as to the safety of the vehicles. Such safety information
17 would be material to a reasonable consumer deciding whether to purchase or lease
18 those vehicles.

19 147. Defendants engaged in unfair and deceptive advertising practices by
20 manufacturing and selling Subject Vehicles and failing to adequately investigate,
21 disclose and remedy the ignition switch defect. Defendants' conduct impaired
22 competition within the automotive vehicles market and prevented Plaintiff from
23 making fully informed decisions about whether to purchase or lease Subject
24 Vehicles and/or the price be paid to purchase or lease such Subject Vehicles.

25 148. Plaintiff LaReine has suffered an injury in fact, including the loss of
26 money or property, as a result of Defendants' unfair, unlawful and/or deceptive
27 practices. Had Plaintiff LaReine known that her vehicle was defective she would
28 not have purchased or leased and/or paid as much for it. As a direct and proximate

1 result of Defendants' unfair and deceptive practices, Plaintiff LaReine and
2 California Subclass members have suffered and will continue to suffer actual
3 damages.

4 149. Plaintiff requests that this Court enter such orders or judgments as may
5 be necessary to enjoin Defendants from continuing their unfair, unlawful, and/or
6 deceptive practices, as provided in Cal. Bus. & Prof. Code § 17203; and for such
7 other relief set forth below.

8 **THIRD CLAIM FOR RELIEF**

9 **VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW**

10 (Cal. Bus. & Prof. Code § 17500, et seq.)

11 **Asserted on Behalf of the California Subclass**

12 150. Plaintiff hereby incorporates by reference the allegations contained in
13 the preceding paragraphs of this Complaint as if fully set forth herein. California
14 Business and Professions Code § 17500 makes it "unlawful for any ... corporation
15 ... with intent directly or indirectly to dispose of real or personal property ... to
16 induce the public to enter into any obligation relating thereto, to make or
17 disseminate or cause to be made or disseminated ... from this state before the
18 public in any state, in any newspaper or other publication, or any advertising
19 device, ... or in any other manner or means whatever, including over the Internet,
20 any statement ... which is untrue or misleading, and which is known, or which by
21 the exercise of reasonable care should be known, to be untrue or misleading."

22 151. Defendants caused to be made or disseminated to consumers
23 throughout California and the United States, advertising, marketing and other
24 publications, statements about the Subject Vehicles that were untrue or misleading,
25 and which were known, or which by the exercise of reasonable care should have
26 been known to the Defendants, to be untrue and misleading.

27 152. Defendants violated California Business and Professions Code
28 § 17500 because the misrepresentations and omissions regarding the safety and

1 reliability of the Subject Vehicles as set forth in this Complaint were material and
2 likely to deceive a reasonable consumer.

3 153. Plaintiff and California Subclass members have suffered an injury in
4 fact, including the loss of money or property, as a result of Defendants' unfair,
5 unlawful and/or deceptive practices. Plaintiff and California Subclass members
6 overpaid for their Subject Vehicles and did not receive the benefit of their bargain.

7 154. Plaintiff requests that this Court enter such orders or judgments as may
8 be necessary to enjoin Defendants from continuing their unfair, unlawful, and/or
9 deceptive practices with respect to the marketing and sale of the Subject Vehicles,
10 and for such other relief as set forth below.

11 **FOURTH CLAIM FOR RELIEF**

12 **VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT**

13 (The MCPA, Mich. Comp. L. Ann. § 44901, *et seq.*)

14 **Asserted on Behalf of the Nationwide Class**

15 155. Plaintiffs and the Class incorporate by reference paragraphs 1-141 as
16 though fully set forth at length herein.

17 156. This claim is brought on behalf of the nationwide Class.

18 157. Defendants and Plaintiffs are each "persons" under Mich. Comp. L.
19 Ann. § 445.902(d).

20 158. The sale of the Subject Vehicles to Plaintiffs and the Class occurred
21 within "trade and commerce" within the meaning of Mich. Comp. L. Ann.
22 § 445.902(d), and Defendants committed deceptive and unfair acts in the conduct of
23 "trade and commerce" as defined in that statutory section.

24 159. The MCPA makes unlawful any "unfair, unconscionable, or deceptive
25 methods, acts or practices in the conduct of trade or commerce," as more
26 specifically defined in the MCPA. Mich. Comp. L. Ann. § 445.903 (1).

27 160. Defendants have engaged in unfair, unconscionable, and deceptive
28 methods, acts and practices violation of the MCPA.

1 161. Defendants violated the MCPA by “[f]ailing to reveal a material fact,
2 the omission of which tends to mislead or deceive the consumer, and which fact
3 could not reasonably be known by the consumer.” Mich. Comp. L. Ann.
4 § 445.903(s).

5 162. As alleged above, Defendants knew of the safety ignition defect, while
6 Plaintiffs and the Class were deceived by the Companies’ omission into believing
7 the Subject Vehicles were safe, and the information could not have reasonably been
8 known by the consumer until the February and March 2014 recalls.

9 163. Defendants also violated the MCPA by “[m]aking a representation of
10 fact or statement of fact material to the transaction such that a person reasonably
11 believes the represented or suggested state of affairs to be other than it actually is.”
12 Mich. Comp. L. Ann. § 405.903(bb). For example, Defendants represented that the
13 Subject Vehicles were safe such that reasonable people believed the represented or
14 suggested state of affairs to be true; namely, that the Subject Vehicles were safe.

15 164. Defendants also violated the MCPA by “[f]ailing to reveal facts that
16 are material to the transaction in light of representations of fact made in a positive
17 manner.” Mich. Comp. L. Ann. § 405.903(cc). Defendants represented that the
18 Subject Vehicles were safe, which made it even more incumbent on Defendants to
19 reveal the material fact of the ignition switch defects.

20 165. Defendants acts and practices were unfair and unconscionable, because
21 their acts and practices, including the manufacture and sale of vehicles with an
22 ignition switch defect, and Defendants’ failure to adequately disclose the defect to
23 NHTSA and the Class and timely implement a remedy, contravene established
24 public policy, and because the harm the Defendants caused consumers greatly
25 outweighs any benefits associated with those practices. The Defendants’ conduct
26 has also impaired competition within the automotive vehicles market and has
27 prevented Plaintiffs and the Class from making fully informed decisions about
28 whether to lease, purchase, and retain Subject Vehicles.

1 166. While the GM Companies knew of the ignition switch defects by
2 2001, it continued to design, manufacture, and market the Subject Vehicles until
3 2007. While Delphi knew the ignition switch did not meet specification in 2001, it
4 continued to manufacture and sell the switches without disclosing their problems.

5 167. All the while, the Defendants knew that the vehicles had an
6 unreasonable propensity to shut down during ordinary driving conditions, leading
7 to an unreasonable risk of serious bodily injury or death.

8 168. Plaintiffs and the Class have suffered an injury, including the loss of
9 money or property, as a result of Defendants' unfair, unlawful, and/or deceptive
10 practices. Defendants failed to inform NHTSA, and therefore failed to inform
11 consumers, that the Subject Vehicles had a defective ignition switch that could lead
12 to injury and death. Had Plaintiffs and the Class known this, they would either not
13 have purchased their vehicles at all or would have paid less for them, and would not
14 have retained their Subject Vehicles. Plaintiffs and the Class have therefore
15 suffered a "loss" because of the violations of the MCPA complained of herein.

16 169. All of the wrongful conduct alleged herein occurred, and continues to
17 occur, in the conduct of the Defendants' business.

18 170. Plaintiffs request that this Court: enjoin Defendants from continuing
19 its unfair, unlawful, and/or deceptive practices; provide to Plaintiffs and each Class
20 either their actual damages as the result of Defendants' unfair, unlawful, and
21 deceptive trade practices, or \$250 per Class member, whichever is higher; award
22 reasonable attorneys' fees; and provide other appropriate relief under Mich. Comp.
23 L. Ann. § 445.911.

24 171. Plaintiffs acknowledge that, on its face, the MCPA purports to (i)
25 deprive non-residents of bringing class (but not individual) actions under the
26 MCPA; and (ii) allows individuals (but not class members) the ability to recover a
27 penalty of \$250 per person if that amount is greater than their actual damages.
28 After the United States Supreme Court's decision in *Shady Grove Orthopedic Ass.*,

1 *P.A. v. Allstate Ins. Co.*, 589 U.S. 393 (2010), however, any such prohibitions
2 imposed in class actions (but not in individual actions) are trumped and superseded
3 by Fed. R. Civ. P. 23, which imposes no such restrictions.

4 **FIFTH CLAIM FOR RELIEF**

5 **UNJUST ENRICHMENT**

6 (Based on California Law)

7 **Against the GM Companies**

8 172. Plaintiffs and the Class incorporate by reference paragraphs 1-141 as
9 though fully set forth at length herein.

10 173. Under the TREAD Act, 49 U.S.C. §§ 30101, *et seq.*, and its
11 accompanying regulations, if a manufacturer learns that a vehicle contains a defect
12 and that defect is related to motor vehicle safety, the manufacturer must disclose the
13 defect. 49 U.S.C. § 30118(c)(1) & (2).

14 174. In acquiring Old GM, GM expressly assumed the obligations to make
15 all required disclosures under the TREAD Act.

16 175. GM also has successor liability for the deceptive and unfair acts and
17 omissions of Old GM.

18 176. Under the TREAD Act, if it is determined that the vehicle is defective,
19 the manufacturer must promptly notify vehicle owners, purchasers and dealers of
20 the defect and remedy the defect. 49 U.S.C. § 30118(b)(2)(A) & (B).

21 177. Under the TREAD Act, manufacturers must also file a report with
22 NHTSA within five working days of discovering “a defect in a vehicle or item of
23 equipment has been determined to be safety related, or a noncompliance with a
24 motor vehicle safety standard has been determined to exist.” 49 C.F.R. § 573.6(a)
25 & (b). At a minimum, the report to NHTSA must include: the manufacturer’s
26 name; the identification of the vehicles or equipment containing the defect,
27 including the make, line, model year and years of manufacturing; a description of
28 the basis for determining the recall population; how those vehicles differ from

1 similar vehicles that the manufacturer excluded from the recall; and a description of
2 the defect. 49 C.F.R. § 276.6(b), (c)(1), (c)(2), & (c)(5).

3 178. The manufacturer must also promptly inform NHTSA regarding: the
4 total number of vehicles or equipment potentially containing the defect; the
5 percentage of vehicles estimated to contain the defect; a chronology of all principal
6 events that were the basis for the determination that the defect related to motor
7 vehicle safety, including a summary of all warranty claims, field or service reports,
8 and other information, with its dates of receipt; and a description of the plan to
9 remedy the defect. 49 C.F.R. § 276.6(b) & (c).

10 179. The TREAD Act provides that any manufacturer who violates 49
11 U.S.C. § 30166 must pay a civil penalty to the U.S. Government. The current
12 penalty “is \$7,000 per violation per day,” and the maximum penalty “for a related
13 series of daily violations is \$17,350,000.” 49 C.F.R. § 578.6(c).

14 180. From at least 2001, Old GM had knowledge of the ignition switch
15 defect, but hid the problem for the remainder of its existence until 2009.

16 181. From its creation on July 10, 2009, GM knew of the ignition switch
17 problem because of the knowledge of Old GM and continuous reports up until the
18 present.

19 182. GM admits the defect in the ignition switch has been linked to at least
20 13 accident-related fatalities. But other sources have reported that hundreds of
21 deaths and serious injuries are linked to the faulty ignition switches.

22 183. Despite being aware of the ignition switch defects ever since its
23 creation on July 10, 2009, GM waited until February 7, 2014, before finally sending
24 a letter to NHTSA confessing its knowledge of the ignition switch defects which
25 could cause the vehicles to lose power, and in turn cause the airbags not to deploy.
26 GM initially identified two vehicle models, along with the corresponding model
27 years, affected by the defect -- the 2005-2007 Chevrolet Cobalt and the 2007
28 Pontiac G5. On February 25, 2014, GM amended its letter to include four

1 additional vehicles, the 2006-2007 Chevrolet HHR, 2006-2007 Pontiac Solstice,
2 2003-2007 Saturn Ion, and the 2007 Saturn Sky. In March 2014, GM expanded the
3 recall to additional model years of the foregoing vehicles.

4 184. By failing to disclose and by actively concealing the ignition switch
5 defect, and by selling vehicles while violating the TREAD Act and other conduct as
6 alleged herein, Old GM and GM charged a higher price for their vehicles than the
7 vehicles' true value and obtained monies which rightfully belong to Plaintiffs and
8 the Class.

9 185. Old GM and GM enjoyed the benefit of increased financial gains, to
10 the detriment of Plaintiffs and the Class, who paid a higher price for vehicles which
11 actually had lower values. It would be inequitable and unjust for Old GM and GM
12 to retain these wrongfully obtained profits.

13 186. Plaintiffs, therefor, seek an order establishing GM as constructive
14 trustee of the profits unjustly obtained, plus interest.

15 **SIXTH CLAIM FOR RELIEF**

16 **VIOLATION OF OKLAHOMA CONSUMER PROTECTION ACT**

17 (Okla. Stat. tit. 15 § 751, *et seq.*)

18 **Asserted on Behalf of the Oklahoma Subclass**

19 187. Plaintiffs and the Class incorporate by reference paragraphs 1-141 as
20 though fully set forth at length herein.

21 188. The conduct of Defendants as set forth herein constitutes unfair or
22 deceptive acts or practices, including, but not limited to, Defendants' manufacture
23 and sale of vehicles with a faulty ignition switch which Defendants failed to
24 adequately investigate, disclose and remedy, and its misrepresentations and
25 omissions regarding the safety and reliability of its vehicles.

26 189. Defendants' actions as set forth above occurred in the conduct of trade
27 or commerce. Defendants' actions impact the public interest because Plaintiffs
28 were injured in exactly the same way as millions of others purchasing and/or

1 leasing the Subject Vehicles as a result of the Defendants' generalized course of
2 deception. All of the wrongful conduct alleged herein occurred, and continues to
3 occur, in the conduct of the Defendants' business.

4 190. Plaintiffs and the Class were injured as a result of Defendants'
5 conduct.

6 191. Plaintiffs overpaid for the Subject Vehicles and did not receive the
7 benefit of their bargain, and their vehicles have suffered a diminution in value.

8 192. Defendants' conduct proximately caused the injuries to Plaintiffs and
9 the Class.

10 193. Defendants are liable to Plaintiffs and the Class for damages in
11 amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

12 194. Pursuant to Okla. Stat. tit. 15 § 751, Plaintiffs will serve the Oklahoma
13 Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

14 **SEVENTH CLAIM FOR RELIEF**

15 **VIOLATION OF OKLAHOMA DECEPTIVE TRADE PRACTICES ACT**

16 (Okla. Stat. Ann. § 51, *et seq.*)

17 **Asserted on Behalf of the Oklahoma Subclass**

18 195. Plaintiffs and the Class incorporate by reference paragraphs 1-141 as
19 though fully set forth at length herein.

20 196. The conduct Defendants as set forth herein constitutes unfair or
21 deceptive acts or practices, including, but not limited to, Defendants' manufacture
22 and sale of vehicles with a defective ignition switch, which Defendants failed to
23 adequately investigate, disclose and remedy, and its misrepresentations and
24 omissions regarding the safety and reliability of its vehicles.

25 197. Defendants' actions as set forth above occurred in the conduct of trade
26 or commerce.

27 198. Defendants' actions impact the public interest because Plaintiffs were
28 injured in exactly the same way as millions of others purchasing and/or leasing the

1 Subject Vehicles as a result of Defendants' generalized course of deception. All of
2 the wrongful conduct alleged herein occurred, and continues to occur, in the
3 conduct of Defendants' business.

4 199. Plaintiffs and the Class were injured as a result of Defendant's
5 conduct. Plaintiffs overpaid for the Subject Vehicles and did not receive the benefit
6 of their bargain, and their vehicles have suffered a diminution in value.

7 200. Defendants' conduct proximately caused the injuries to Plaintiffs and
8 the Class.

9 201. Defendants are liable to Plaintiffs and the Class for damages in
10 amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

11 202. Pursuant to Okla. Stat. tit. 78 § 51, Plaintiffs will serve the Oklahoma
12 Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

13 **EIGHTH CLAIM FOR RELIEF**

14 **VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT**

15 (Col. Rev. Stat. § 6-1-101. et seq.)

16 **Asserted on Behalf of the Colorado Subclass**

17 203. Plaintiffs and the Class incorporate by reference paragraphs 1-141 as
18 though fully set forth at length herein.

19 204. Defendants are "persons" under § 6-1-102(6) of the Colorado
20 Consumer Protection Act ("Colorado CPA"), Col. Rev. Stat. § 6-1-101 et seq.

21 205. Plaintiffs are "consumers" for purposes of § 6-1-113(1)(a) of the
22 Colorado CPA who purchased or leased one or more Subject Vehicles.

23 206. In the course of their business, Defendants participated in deceptive
24 trade practices that violated the Colorado CPA, as described above and below.
25 Defendants each are directly liable for these violations of law.

26 207. As alleged above, Defendants made numerous material statements
27 about the safety and reliability of the Subject Vehicles that were either false or
28

1 misleading. Each of these statements contributed to the deceptive context of
2 Defendants' unlawful advertising and representations as a whole.

3 208. Defendants committed fraudulent business acts as a result of their
4 misrepresentations and omissions regarding the safety and reliability of the Subject
5 Vehicles. Touting the vehicles' safety and failing to disclose the dangers inherent
6 in the ignition switch, as set forth in this Complaint, were likely to deceive a
7 reasonable consumer as to the safety of the vehicles. Such safety information
8 would be material to a reasonable consumer deciding whether to purchase or lease
9 the Subject Vehicles.

10 209. Defendants engaged in deceptive trade practices prohibited by the
11 Colorado CPA, including (1) knowingly making a false representation as to the
12 characteristics, uses, and benefits of the Subject Vehicles that had the capacity or
13 tendency to deceive Plaintiffs; (2) representing that the Subject Vehicles are of a
14 particular standard, quality, and grade even though Defendants knew or should have
15 known they are not; (3) advertising the Subject Vehicles with the intent not to sell
16 them as advertised; and (4) failing to disclose material information concerning the
17 Subject Vehicles that was known to Defendants at the time of advertisement or sale
18 with the intent to induce Plaintiffs to purchase or lease the Subject Vehicles.

19 210. Defendants knew that the ignition switch in the Subject Vehicles was
20 defectively designed or manufactured, would slip out of the "on" position, and was
21 not suitable for its intended use. Defendants nevertheless failed to warn Plaintiffs
22 about these inherent dangers despite having a duty to do so.

23 211. Defendants' practices significantly the public as actual consumers of
24 the Subject Vehicles, which pose an unreasonable risk of death or serious bodily
25 injury to Plaintiffs, passengers, other motorists, pedestrians, and the public at large,
26 because they are susceptible to incidents of the ignition switch slipping out of the
27 "on" position during operation, suddenly and unexpectedly cutting power to the
28 airbags, the power steering and the breaking systems. In many instances, drivers

1 have been unable to control their vehicles after the power and electrical systems
2 shut down and have been involved in high speed crashes where airbags did not
3 deploy, resulting in severe injuries and deaths.

4 212. Whether an ignition switch was designed and manufactured with
5 appropriate safeguards is a material safety concern that a reasonable consumer
6 would consider important in selecting a vehicle to purchase or lease. When
7 Plaintiffs bought a Subject Vehicle for personal, family, or household purposes,
8 they reasonably expected the vehicle would not slip out of the “on” position during
9 operation causing loss of power to the airbags, power steering and breaking
10 systems.

11 213. Defendants’ deceptive practices were likely to and did in fact deceive
12 reasonable consumers, including Plaintiffs, about the true safety and reliability of
13 the Subject Vehicles.

14 214. Plaintiffs suffered injury-in-fact to their legally protected property
15 interests as a result of Defendants’ violations of the Colorado CPA detailed above.
16 Plaintiffs currently own or lease, or within the class period have owned or leased,
17 Subject Vehicles that are defective and inherently unsafe. The ignition switch
18 defendants have caused the value of the Subject Vehicles to plummet.

19 215. Pursuant to § 6-1-113(2) of the Colorado CPA, Plaintiffs seek
20 monetary relief against Defendants measured as the greater of (a) the amount of
21 actual damages sustained, (b) statutory damages in the amount of \$500 for each
22 Plaintiff, or (c) three times the amount of actual damages if Plaintiffs establish that
23 Defendants engaged in bad faith conduct.

1 **NINTH CLAIM FOR RELIEF**

2 **VIOLATION OF FLORIDA'S UNFAIR & DECEPTIVE**

3 **TRADE PRACTICES ACT**

4 (Fla. Stat. § 501.201, *et seq.*)

5 **Asserted on Behalf of the Florida Subclass**

6 216. Plaintiffs and the Class incorporate by reference paragraphs 1-141 as
7 though fully set forth at length herein.

8 217. The conduct of Defendants as set forth herein constitutes unfair or
9 deceptive acts or practices, including, but not limited to Defendants' manufacture
10 and sale of vehicles with a switch ignition defect, which Defendants failed to
11 adequately investigate, disclose and remedy, and its misrepresentations and
12 omissions regarding the safety and reliability of its vehicles.

13 218. Defendants' actions as set forth above occurred in the conduct of trade
14 or commerce.

15 219. Defendants' actions impact the public interest because Plaintiffs were
16 injured in exactly the same way as millions of others purchasing and/or leasing the
17 Company's vehicles as a result of Defendants' generalized course of deception. All
18 of the wrongful conduct alleged herein occurred, and continues to occur, in the
19 conduct of Defendants' business.

20 220. Plaintiffs and the Class were injured as a result of Defendants'
21 conduct. Plaintiffs overpaid for their Subject Vehicles and did not receive the
22 benefit of their bargain, and their vehicles have suffered a diminution in value.

23 221. Defendants' conduct proximately caused the injuries to Plaintiffs and
24 the Class.

25 222. Defendants are liable to Plaintiffs and the Class for damages in
26 amounts to be proven at trial, including attorneys' fees, costs, and treble damages.

27 223. Pursuant to Fla. Stat. § 501.201, Plaintiffs will serve the Florida
28 Attorney General with a copy of this complaint as Plaintiffs seek injunctive relief.

1 224. Plaintiffs reallege and incorporate by reference all paragraphs as
2 though fully set forth herein.

3 **TENTH CLAIM FOR RELIEF**

4 **VIOLATIONS OF THE SOUTH CAROLINA UNFAIR**

5 **TRADE PRACTICES ACT**

6 (S.C. Code Ann. § 39-5-10, et seq.)

7 **Asserted on Behalf of the South Carolina Subclass**

8 225. Plaintiffs and the Class incorporate by reference paragraphs 1-141 as
9 though fully set forth at length herein.

10 226. Defendants are “persons” under S.C. Code Ann. § 39-5-10.

11 227. Defendants participated in unfair or deceptive acts or practices that
12 violated the South Carolina Unfair Trade Practices Act (the “Act”), S.C. Code Ann.
13 § 39-5-10, et seq., as described above and below. Defendants each are directly
14 liable for these violations of law.

15 228. By failing to disclose and actively concealing the dangerous risk of the
16 ignition switch defect and potential for the ignition to slip out of the “on” position
17 in the Subject Vehicles, Defendants engaged in unfair or deceptive practices
18 prohibited by the Act, S.C. Code Ann. § 39-5-10, et seq., including (1) representing
19 that Subject Vehicles have characteristics, uses, benefits, and qualities which they
20 do not have, (2) representing that Subject Vehicles are of a particular standard,
21 quality, and grade when they are not, (3) advertising Subject Vehicles with the
22 intent not to sell them as advertised, (4) representing that a transaction involving
23 Subject Vehicles confers or involves rights, remedies, and obligations which it does
24 not, and (5) representing that the subject of a transaction involving Subject
25 Vehicles has been supplied in accordance with a previous representation when it
26 has not.

27 229. As alleged above, Defendants made numerous material statements
28 about the safety and reliability of Subject Vehicles that were either false or

1 misleading. Each of these statements contributed to the deceptive context of the
2 unlawful advertising and representations as a whole.

3 230. Defendants knew that the ignition switch in Subject Vehicles was
4 defectively designed or manufactured, would fail without warning, and was not
5 suitable for its intended use of ensuring the ignition remained in the “on” position.
6 Defendants nevertheless failed to warn Plaintiffs about these inherent dangers
7 despite having a duty to do so.

8 231. Defendants each owed Plaintiffs a duty to disclose the defective nature
9 of Subject Vehicles, including the likelihood of the ignition switch slipping out of
10 the “on” position during operation, suddenly and unexpectedly cutting power to the
11 airbags, the power steering and the breaking systems. In many instances, drivers
12 have been unable to control their vehicles after the power and electrical systems
13 shut down and have been involved in high speed crashes where airbags did not
14 deploy, resulting in severe injuries and deaths.

15 232. Defendants possessed exclusive knowledge of the defects rendering
16 the Subject Vehicles inherently more dangerous and unreliable than similar vehicles
17 and intentionally concealed the hazardous situation with Defective Vehicles
18 through their deceptive marketing campaign and recall program that they designed
19 to hide the life-threatening problems from Plaintiffs; and/or made incomplete
20 representations about the safety and reliability of Subject Vehicles generally, and
21 the ignition switch in particular, while purposefully withholding material facts from
22 Plaintiffs that contradicted these representations.

23 233. The Subject Vehicles posed an unreasonable risk of death or serious
24 bodily injury to Plaintiffs, passengers, other motorists, pedestrians, and the public at
25 large, because they are susceptible to slipping out of the “on” position during
26 operation, suddenly and unexpectedly cutting power to the airbags, the power
27 steering and the breaking systems.

28

1 234. Whether an ignition switch was designed and manufactured with
2 appropriate safeguards is a material safety concern that a reasonable consumer
3 would consider important in selecting a vehicle to purchase or lease.

4 235. When Plaintiffs bought the Subject Vehicle for personal, family, or
5 household purposes, they reasonably expected the Subject Vehicle's ignition switch
6 would remain in the "on" position when in operation.

7 236. Defendants' unfair or deceptive trade practices were likely to and did
8 in fact deceive reasonable consumers, including Plaintiffs, about the true safety and
9 reliability of the Subject Vehicles.

10 237. As a result of its violations of the Act detailed above, Defendants
11 caused actual damage to Plaintiffs and, if not stopped, will continue to harm
12 Plaintiffs. Plaintiffs currently own or lease, or within the class period have owned
13 or leased, Subject Vehicles that are defective and inherently unsafe. These defects
14 and the resulting unintended acceleration incidents have caused the value of Subject
15 Vehicles to plummet.

16 238. Plaintiffs risk irreparable injury as a result of Defendants' acts and
17 omissions in violation of the Act, and these violations present a continuing risk to
18 Plaintiffs as well as to the general public.

19 239. Pursuant to S.C. Code Ann. § 39-5-140, Plaintiffs seek monetary relief
20 against Defendants' to recover for their sustained losses.

21 240. Plaintiffs further allege that Defendants' malicious and deliberate
22 conduct warrants an assessment of punitive damages because Defendants each
23 carried out despicable conduct with willful and conscious disregard of the rights
24 and safety of others, subjecting Plaintiffs to cruel and unjust hardship as a result.

25 241. Plaintiffs further seek an order enjoining Defendants' unfair or
26 deceptive acts or practices, restitution, punitive damages, costs of Court, attorney's
27 fees, and any other just and proper relief available under the Act.

28

IX. **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf all others similarly situated, respectfully request that this Court enter a judgment against GM and in favor of Plaintiffs and the Class, and grant the following relief:

A. Determine that this action may be maintained as a Class action and certify it as such under Rule 23(b)(3), or alternatively certify all issues and claims that are appropriately certified; and designate and appoint Plaintiffs as Class and Subclass Representatives and Plaintiffs' chosen counsel as Class Counsel;

B. Declare, adjudge and decree the conduct of Defendants as alleged herein to be unlawful, unfair and/or deceptive, and enjoin any such future conduct;

C. Award Plaintiffs and Class members actual, compensatory damages, or, in the alternative, statutory damages, as proven at trial;

D. Alternatively, if elected by Plaintiffs and the Subclasses, require Defendants to repair the defective ignition switches or provide a comparable vehicle that does not have ignition switch defects;

E. Award Plaintiffs restitution of all monies paid to Defendants;

F. Enjoin Defendants from further deceptive distribution, sales, and lease practices with respect to the Subject Vehicles, and directing Defendants to permanently, expeditiously, and completely repair the Subject Vehicles to eliminate the ignition switch defect;

G. Award Plaintiffs and the Class members exemplary damages in such amount as proven;

1 H. Award Plaintiffs and the Class members their reasonable
2 attorneys' fees, costs, and pre-judgment and post-judgment interest;
3 and

4 I. Award Plaintiffs and the Class members such other
5 further and different relief as the case may require or as determined to
6 be just, equitable, and proper by this Court.

7
8 Dated: April 23, 2014

MARC M. SELTZER
STEVEN G. SKLAVER
KALPANA SRINIVASAN
SUSMAN GODFREY L.L.P.

10 LESTER L. LEVY
11 WOLF POPPER LLP

12 By: */s/ Marc M. Seltzer*

13 Marc M. Seltzer
14 Attorneys for Plaintiffs
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JURY TRIAL DEMAND

Plaintiffs request a trial by jury on the legal claims, as set forth herein.

Dated: April 23, 2014

MARC M. SELTZER
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KALPANA SRINIVASAN
SUSMAN GODFREY L.L.P.

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